

WIRELESS INTERNET SERVICE

Terms of Service Agreement

The following terms and conditions shall apply to all customers subscribing to Kansas Broadband Internet Service. In utilizing Kansas Broadband Internet Service, Customer agrees to adhere to these terms and conditions as Kansas Broadband may modify it from time to time.

Payment Policy: Subscriber shall be billed monthly for service one month in advance. A ten dollar (\$10.00) late payment fee will be assessed on accounts not paid within twenty five (25) days from the date of invoice. Accounts shall be deemed delinquent if unpaid within forty (40) days. Delinquent accounts will have service suspended and incur a Twenty five dollar (\$25.00) reconnection fee. A Thirty dollar (\$30.00) fee will be assessed to accounts with returned checks.

Customer Protection Plan: Under the customer protection plan, subscribers will be billed a monthly fee, in advance that will cover the cost of replacement for subscriber equipment that is damaged due to lightning, electrical failure, or product defect. The protection plan does not cover damage due to an "Act of God", misuse, or any other cause not aforementioned. Customers may cancel the plan at any time if they have not had a claim processed and equipment replaced within the previous 12 months. All Kansas Broadband Customers can add the protection plan to their account at any time. There are no pro-rating of funds for early termination.

Termination: Subscriber may terminate this Agreement by submitting a request for termination (email, fax, U.S. Mail or by telephone). Request received prior to close of business shall have a termination date of the next business day without prior notice, Kansas Broadband may terminate this Agreement, your password, your account, or your use of the services, for any reason, including, without limitation, if Kansas Broadband, in its sole discretion, believes you have violated this Agreement, or any of the applicable user policies, or if you fail to pay any charges when due. Kansas Broadband may provide termination notice to you by email, fax, phone, or mail.

Equipment and Scope of Work: All equipment, modems, subscriber modules, antennas and standard mounting equipment will at all times remain the property of Kansas Broadband Internet. Subscriber may not sell, transfer, lease, encumber or assign all or part of the equipment to any third party. Subscriber shall pay for the full retail cost of, or the repair or replacement of any lost, stolen, unreturned, damaged, sold, transferred, leased, encumbered, or assigned equipment or part thereof, together with any costs incurred by Kansas Broadband in obtaining or attempting to obtain possession of any such equipment. On expiration or termination of this Agreement, Subscriber authorizes Kansas Broadband to retrieve from Subscriber's premises equipment that is owned by Kansas Broadband Internet.

Standard Maintenance: Kansas Broadband's connection point ends at the Subscriber Module. Any trouble beyond our network or equipment is the full responsibility of the Subscriber and their subsequent Network Administrator or vendor. Standard maintenance is limited solely to Kansas Broadband network and backbone connectivity.

Disclaimer: Kansas Broadband assumes no responsibility for the content contained on the Internet or otherwise available through the wireless network or from any source accessible via Kansas Broadband services. Kansas Broadband discloses and Subscriber acknowledges that there may be content on the Internet or otherwise available through the services provided by Kansas Broadband which may be offensive to some individuals, which may not be in compliance with local, state or federal laws, rules or regulations. Including but not limited to pornographic, or otherwise inappropriate or sexually explicit or offensive content. Subscriber acknowledges to Kansas Broadband that its use of Kansas Broadband Service is to access information, content or other services is at its own risk.

Permitting and Landlord Approval: It is the Subscriber's responsibility to obtain any required permits, homeowner association's approval for the placement of the antenna on the Subscriber's building. Landlord/Owner consents to the installation, maintenance, and removal of the equipment described herein and required by Subscriber to receive Kansas Broadband Internet's services.

Not Covered by Standard Maintenance: Maintenance, repair or replacement of parts damaged or lost through catastrophe, accident, lightning, neglect, misuse, transportation, theft, fault or negligence of Subscriber or causes external to the wireless system, such as, but not limited to failure of, or faulty, electrical power, operator error, or malfunction of Subscriber's computer and/or peripheral equipment not installed by Kansas Broadband Internet, or from any cause related to or other than the intended and ordinary use. Antenna re-aiming or relocation due to obstructions such as tree, vegetation or buildings, or storm related damage. Any re-aiming or relocation of antennas or reconstruction of tower/mast assemblies may be billed to the Subscriber at standard hourly rate.

Indemnification/Release: Subscriber, its agent, successor and/or assigns expressly agrees to indemnify and release Kansas Broadband Internet, its affiliates, subcontractors, employees, agents, assigns or successors from any liability for any claims, losses, actions, damages, suits, or proceedings arising out of or otherwise related to Subscriber's installation of, use of, or termination of Kansas Broadband Internet services hereunder including but not limited to, Subscriber's access to content uploaded or downloaded using Kansas Broadband Internet's service from any source or to any recipient.

Acceptable Use Policy: Kansas Broadband agrees to provide high speed wireless internet to the subscriber subject to the following terms and conditions: This service is for single family residence or home-office or business use only. Internet sharing is allowed only within the boundaries of the service. Allowing others to use this connection via wired, wireless (WiFi or other technology) or by other means will result in immediate disconnection. Reselling this service will result in immediate disconnection. However, businesses may set up a WiFi hotspot with permission from Kansas Broadband Internet, but this is only allowed on a case by case basis. Using a personal account for high volume or commercial use (e.g., revenue generation advertising, etc.) is prohibited. Email accounts exceeding the Member's allotted email space may, at Kansas Broadband's discretion, be transferred to a compressed temporary file or storage. Kansas Broadband may delete the temporary file from the server 30 days after notifying you.

Abuse of Services: Any use of the system that disrupts the normal use of the system for other Subscribers is considered to be abuse of services. The propagation of computer worms or viruses or the use of the network to make unauthorized entry to their computational, information, or communication devices or resources of others is a violation of this agreement. The use of Kansas Broadband Internet services by Subscribers to modify, alter, reverse engineer, decompile disk, or disassemble any proprietary work in whatever form is a violation of this Agreement. The broadcast of Routing Internet Protocol (RIP) or any other inter-router protocol by subscriber is a violation of this Agreement. Any Subscriber deemed by Kansas Broadband to be in violation of this section is subject to immediate termination by Kansas Broadband Internet. Termination under this section shall have no liability other than to refund any unearned prepaid service fees including direct, indirect, incidental or consequential damages.

Monitoring the Services: Kansas Broadband has no obligation to monitor the Services, but may do so and disclose information regarding use of the Services for any reason if Kansas Broadband Internet, in its sole discretion, believes that it is reasonable to do so, including to: satisfy laws, regulations, or governmental or legal requests; operate the Services properly; or protect itself and its interest. Kansas Broadband may immediately remove your material or information from Kansas Broadband servers, in whole or in part, which Kansas Broadband Internet, in its sole and absolute discretion, determines to infringe another's property rights to violate our Acceptable Use Policy.

Additional Clarifications, Terms and Conditions: Usernames, passwords and email addresses are Kansas Broadband Internet property and Kansas Broadband may alter or replace them at any time. Kansas Broadband has no control over certain types of interference and signal blockage. We do not guarantee any level or quality of service. If the service becomes unusable due to Kansas Broadband's maintained equipment and cannot be restored within 24 hours, your account will be credited for the outage. Kansas Broadband cannot be held liable for any type of loss, whether actual or perceived, due to a lack of service.

Subscribers understand that service will be interrupted from time to time for various reasons including maintenance, upgrades and power outages. There will be no warning for some of the outages. Kansas Broadband reserves the right to shape and control network traffic.

Governing Law and Venue: The laws of the state of Kansas shall govern the terms of this Agreement. The parties hereto stipulate and agree that the exclusive venue for the resolution of all disputes concerning this Agreement shall be Saline County, Kansas.

Agreement: If any part of the Agreement is held to be invalid or unenforceable for any reason, the remaining terms and conditions of this Agreement shall remain in full force and effect.



Kansas Broadband Internet
119 W Iron, Suite 601
PO Box 2221
Salina, KS 67402-2221
785-825-0199